

# TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GXS, Inc.		06/14/2010	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Wilmington Trust FSB		
Street Address:	50 South Sixth Street		
Internal Address:	Suite 1290		
City:	Minneapolis		
State/Country:	MINNESOTA		
Postal Code:	55402		
Entity Type:	Federal Savings Bank: UNITED STATES		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	2919345	BETWEENMARKETS	
Registration Number:	3619433	BIZCONNECT	
Registration Number:	3079669	BIZLINK	
Registration Number:	3226087	BIZMANAGER	
Registration Number:	3628726	INOVIS	
Registration Number:	3208032	INOVIS CATALOGUE	
Registration Number:	1561828	INTOUCH CASH MANAGER	
Registration Number:	1613589	QRS	
Registration Number:	2938073	QRS	
Registration Number:	2308276	QRS	
Registration Number:	2556222	TRUSTEDLINK	
CORRESPONDENCE DATA			
Fax Number:	(407)648-9099		

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TRADEMARK  
 REEL: 004224 FRAME: 0420

CH \$290.00 2919345

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: 4072448246  
Email: jriola@carltonfields.com  
Correspondent Name: Jill Sarnoff Riola  
Address Line 1: 450 S. Orange Ave.  
Address Line 4: Orlando, FLORIDA 32801

ATTORNEY DOCKET NUMBER:	55483-46797
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NAME OF SUBMITTER:	Jill Sarnoff Riola
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Signature:	/jill sarnoff riola/
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Date:	06/14/2010
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Total Attachments: 4 source=GXS TM SIA#page1.tif source=GXS TM SIA#page2.tif source=GXS TM SIA#page3.tif source=GXS TM SIA#page4.tif
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## TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of June 14, 2010 (as it may be amended, restated, supplemented or otherwise modified from time to time, this "**Agreement**"), is made by GXS, Inc. ("**Grantor**") in favor of Wilmington Trust FSB, as collateral trustee for the Secured Parties (in such capacity, together with its successors and permitted assigns, the "**Collateral Trustee**").

**WHEREAS**, GXS Worldwide, Inc., a Delaware corporation, and certain subsidiaries of GXS Worldwide, Inc., are each a party to both an Indenture, dated as of December 23, 2009, (the "**Indenture**") and a Credit and Guaranty Agreement, dated as of December 23, 2009 (the "**Credit Agreement**") with the Collateral Trustee, and other parties thereto; and

**WHEREAS**, it is a condition under each of the Indenture and the Credit Agreement that Grantor has executed and delivered that Pledge and Security Agreement dated as of December 23, 2009 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**Pledge and Security Agreement**") by and among Grantor, the other grantors party thereto and the Collateral Trustee pursuant to which Grantor grants to the Collateral Agent a security interest in, among other property, the Trademark Collateral (as defined below) and is required to execute and deliver this Agreement for recordation in the U.S. Patent and Trademark Office.

**NOW, THEREFORE**, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor hereby agree with the Collateral Trustee as follows:

### SECTION 1. Defined Terms

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

### SECTION 2. Grant of Security Interest in Trademark Collateral

SECTION 2.1 Grant of Security. Grantor hereby grants to the Collateral Trustee, for the benefit of the Secured Parties, a security interest in all of such Grantor's right, title and interest in, to and under the following (collectively, the "**Trademark Collateral**"):

- (a) all United States and foreign trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any State of the United States, and all extensions or renewals thereof listed in **Schedule A** hereto, (b) all goodwill associated therewith or symbolized thereby and (c) all other assets, rights and interests that uniquely reflect or embody such goodwill, and (d) the right to sue or otherwise recover for any past, present and future

infringement, dilution or other violation of any of the foregoing or for any injury to the related goodwill, (e) all Proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages, and proceeds of suit now or hereafter due and/or payable with respect thereto, and (f) all other rights of any kind accruing thereunder or pertaining thereto throughout the world.

SECTION 2.2 Certain Limited Exclusions. Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2.1 hereof attach to any "intent-to-use" application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

### **SECTION 3. SECURITY AGREEMENT**

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Collateral Trustee for the Secured Parties pursuant to the Pledge and Security Agreement, and the Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral Trustee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall control.

### **SECTION 4. RECORDATION**

This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. Grantor authorizes and requests that the Commissioner of Patents and Trademarks record this Agreement.

### **SECTION 5. GOVERNING LAW**

**THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.**

### **SECTION 6. COUNTERPARTS**

This Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile transmission or other electronic means shall be effective as delivery of a manually executed counterpart hereof.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GXS, INC.

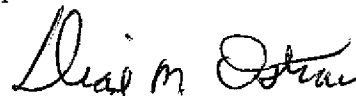
By: 

Name: David Goldberg  
Title: Vice President

STATE OF MARYLAND )  
COUNTY OF MONTGOMERY )

ss.

On this 14<sup>th</sup> day of June 2010 before me personally appeared David Goldberg, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of GXS, INC., who being by me duly sworn did depose and say that he/she is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he/she acknowledged said instrument to be the free act and deed of said corporation.



Notary Public

Accepted and Agreed:  
**WILMINGTON TRUST FSB**  
as Collateral Trustee

By: 

Name: Peter Finkel  
Title: Vice President

DIANE M. OSTROW  
NOTARY PUBLIC STATE OF MARYLAND  
My Commission Expires March 19, 2013

**SCHEDULE A**  
**to**  
**TRADEMARK SECURITY AGREEMENT**

**TRADEMARKS**

	<b><u>OWNER</u></b>	<b><u>MARK</u></b>	<b><u>REGISTRATION NUMBER</u></b>
1.	GXS, Inc.	BETWEENMARKETS	2,919,345
2.	GXS, Inc.	BIZCONNECT	3,619,433
3.	GXS, Inc.	BIZLINK	3,079,669
4.	GXS, Inc.	BIZMANAGER	3,226,087
5.	GXS, Inc.	INOVIS	3,628,726
6.	GXS, Inc.	INOVIS CATALOGUE	3,208,032
7.	GXS, Inc.	INTOUCH CASH MANAGER	1,561,828
8.	GXS, Inc.	QRS	1,613,589
9.	GXS, Inc.	QRS	2,938,073
10.	GXS, Inc.	QRS (Stylized)	2,308,276
11.	GXS, Inc.	TRUSTEDLINK	2,556,222